

EXHIBIT 2

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CISCO SYSTEMS, INC.,)
)
 Plaintiff,)
)
 v.)
)
 ARISTA NETWORKS, INC.,)
)
 Defendant.)

CASE NO. 5:14-cv-05344-BLF

**PLAINTIFF CISCO SYSTEMS, INC.'S
 SUPPLEMENTAL OBJECTIONS AND
 RESPONSES TO DEFENDANT
 ARISTA NETWORKS, INC.'S
 INTERROGATORY NO. 1**

23. Cisco objects to each interrogatory as premature to the extent it calls for documents or information that is the subject of later disclosure deadlines in this Litigation and/or expert reports and testimony, including as set forth in Rule 26(a)(2) of the Federal Rules of Civil Procedure, the Patent Local Rules of the Northern District of California, and the Case Management Order to be entered in this Litigation.

24. Any Cisco response that it will provide information or produce documents should not be construed to mean that responsive information or documents in fact exist; only that, if such relevant, non-privileged, non-objectionable information or documents exist, are in Cisco's possession, custody, or control, and are located after a reasonable search of the location or locations where responsive information or documents are likely to be located, such information or documents will be produced in a timely manner.

25. Cisco further reserves all rights to supplement its responses to Arista's Interrogatories in compliance with the Federal Rules of Civil Procedure, including under Rule 26(e), as well as the Civil and Patent Local Rules of the Northern District of California and any orders governing this Litigation, and as Cisco's investigation and discovery proceeds in this Litigation.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

State in detail Cisco's factual bases for each allegation of damage or harm that Cisco claims to have suffered as a result of any act or omission of Arista.

RESPONSE TO INTERROGATORY NO. 1:

Cisco incorporates by reference its General Objections as though fully set forth herein. Cisco further objects to this interrogatory as irrelevant and not calculated to lead to the discovery of admissible evidence to the extent it calls for information not pertaining to the acts at issue in this suit. Cisco further objects to this interrogatory to the extent that it calls for information that is publicly available or equally available to Arista, and therefore is of no greater burden for Arista to

1 obtain than for Cisco to obtain. Cisco also objects to this interrogatory as undefined, vague,
2 ambiguous, overbroad, and unduly burdensome in its use of the terms “each allegation of damage
3 or harm” and “as a result of any act or omission of Arista.” Cisco further objects to this
4 interrogatory as premature contention discovery, especially in light of Arista’s failure to produce
5 information regarding sales of its accused products. Cisco further objects to this interrogatory on
6 the grounds that it prematurely seeks expert testimony. Cisco further objects to this interrogatory
7 to the extent it seeks information that is protected by the attorney-client privilege, that constitutes
8 attorney work-product, or that is protected by any other applicable privilege, protection, or
9 immunity, including without limitation in connection with the common interest doctrine.

10 Subject to and without waiver of its general and specific objections, Cisco incorporates by
11 reference, as if fully set forth herein, its Initial Disclosures pursuant to Rule 26(a)(1) and any
12 subsequent amendments thereto.

13 Cisco further responds that Arista uses its infringing products to take sales (and profits)
14 from Cisco. Arista admits that it competes with Cisco. *See, e.g.*, Arista presentation *available at*
15 http://investors.arista.com/files/doc_presentations/Arista%20Overview-Roadshow.pdf, p. 8; Arista
16 presentation entitled “Our Journey to Software Driven Cloud Networking,” *available at*
17 [http://investors.arista.com/files/doc_presentations/Pres/Arista-BarclaysPres-120914-FINAL-](http://investors.arista.com/files/doc_presentations/Pres/Arista-BarclaysPres-120914-FINAL-USETHISv2_v001_a8p3ci.pdf)
18 [USETHISv2_v001_a8p3ci.pdf](http://investors.arista.com/files/doc_presentations/Pres/Arista-BarclaysPres-120914-FINAL-USETHISv2_v001_a8p3ci.pdf), p. 5; “Arista Networks Inc at Bernstein Technology Innovation
19 Summit – Final,” *available at* <http://www.crmz.com/NewsStory.aspx?NewsId=14139822>; and
20 Arista Networks, Inc. 2014 Annual Report, *available at*
21 http://investors.arista.com/files/doc_financials/Arista-2014-Annual-Report_v001_d7suv1.pdf, p.
22 16. Arista regularly relies on its infringing CLI to promote sales of its products. *See, e.g.*, Arista
23 presentation *available at* [http://investors.arista.com/files/doc_presentations/Arista%20Overview-](http://investors.arista.com/files/doc_presentations/Arista%20Overview-Roadshow.pdf)
24 [Roadshow.pdf](http://investors.arista.com/files/doc_presentations/Arista%20Overview-Roadshow.pdf), p. 13; Arista Networks, Inc. 2014 Annual Report, *available at*
25 http://investors.arista.com/files/doc_financials/Arista-2014-Annual-Report_v001_d7suv1.pdf, pp.
26 7, 12. Arista specifically emphasizes the similarity between its infringing CLI and Cisco’s
27 patented and copyrighted CLI to promote sales of its infringing products—at Cisco’s expense:
28

PROOF OF SERVICE

I hereby certify that, at the date entered below and per the agreement of the parties, I caused a true and correct copy of the foregoing to be served by transmission via electronic mail, made available to counsel at the email addresses below:

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I declare under penalty of perjury that the foregoing is true and correct. Executed on June 10, 2016, at San Francisco, California.

/s/ Catherine R. Lacey

Catherine R. Lacey